

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

OF COUNSEL
URBAN A LESTER

December 31, 2007

RECORDATION NO. 22865-F FILED

DEC 31 '07 -3 0 0 PM

SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination of Memoranda of Lease Agreement, dated as of December 31, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete termination and relates to the Memoranda of Lease previously filed with the Board under Recordation Number 22865 through 22865-E.

The name and address of the party to the enclosed document are:

Lessor: Chase Equipment Leasing, Inc.
10 South Dearborn Drive
Chicago, Illinois 60603-2003

[Lessee: Millennium Inorganic Chemicals Inc
200 International Circle Suite 500
Hunt Valley, Maryland 21031]

Mr. Vernon A. Williams
December 31, 2007
Page 2

A description of the railroad equipment covered by the enclosed document is:

All railcars currently covered by the Memoranda of Lease on file under Recordation Number 22865 through 22865-E.

A short summary of the document to appear in the index is:

Termination of Memoranda of Lease Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

EML/bhs
Enclosures

DEC 31 '07

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TERMINATION OF
MEMORANDA OF LEASE AGREEMENT

SURFACE TRANSPORTATION BOARD

This Termination of Memoranda of Lease Agreement dated as of December 31, 2007 (the "Termination"), is made between MILLENNIUM INORGANIC CHEMICALS, INC., a Delaware corporation, as lessee ("Lessee"), and AIG RAIL SERVICES, INC., a Delaware corporation, as lessor ("Lessor").

WHEREAS, BANC ONE LEASING CORPORATION, as predecessor in interest to CHASE EQUIPMENT LEASING, INC. as original lessor ("Original Lessor") and Lessee entered into six Memoranda of Lease Agreement (the "Memoranda of Lease") in connection with that certain Master Railcar Lease Agreement (the "Lease Agreement"), dated March 19, 2000, by which Original Lessor leased to Lessee those certain railcars as identified on Exhibit A attached hereto (the "Equipment"), which Memoranda of Lease were recorded with the Surface Transportation Board (the "STB") on under Recordation Numbers 22865, 22865-A, 22865-B, 22865-C, 22865-D, and 22865-E.

WHEREAS, Original Lessor assigned all of its right, title and interest in and to the Lease Agreement to Lessor pursuant to that certain Master Assignment Agreement dated December 31, 2007 by and between Original Lessor, as assignor, and Lessor, as assignee, as evidenced by a Memorandum of Master Assignment Agreement dated as of December 31, 2007 (the "Memorandum of Master Assignment"), which Memorandum of Master Assignment was recorded with the STB on December 31, 2007 under Recordation Number 27332.

WHEREAS, Lessor and Lessee have agreed to terminate the Lease.

NOW, THEREFORE, in consideration of the premises, Lessor and Lessee hereby acknowledge and confirm for the public record the termination of the Lease, and all rights and obligations arising under the Lease with respect to the Equipment.

This Termination may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

* * *

IN WITNESS WHEREOF, Lessor and Lessee have executed or caused this Termination to be duly executed as of the date first above written.

**MILLENNIUM INORGANIC
CHEMICALS, INC.**

By: D. Arthur Seibel
Name: D. Arthur Seibel
Title: Chief Financial Officer

LEGAL DEPARTMENT
APPROVES AS
TO FORM 1/

By: RS
Name: Robert S. Williams
Title: Treasurer

**AIG RAIL SERVICES, INC.,
as Lessor**

By: _____
Name: _____
Title: _____

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

On this, the 31 day of December 2007, before a Notary Public in an for said County and State, personally appeared D. Arthur Seibel, who being by me duly sworn, says that he is the Chief Financial Officer of Millennium Inorganic Chemicals, Inc., that said instrument was signed on December 31, 2007 on behalf of said Corporation by Authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



KATHLEEN M. LEWIS
Notary Public, State of Maryland
County of Carroll
My Commission Expires November 21, 2010

Kathleen M. Lewis
Name:
Notary Public

My Commission Expires:
Residing in 11/21/10
Carroll County, Maryland

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

On this, the 31 day of December 2007, before a Notary Public in an for said County and State, personally appeared Robert S. Williams, who being by me duly sworn, says that he is the Treasurer of Millennium Inorganic Chemicals, Inc., that said instrument was signed on December 31, 2007 on behalf of said Corporation by Authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



KATHLEEN M. LEWIS
Notary Public, State of Maryland
County of Carroll
My Commission Expires November 21, 2010

Kathleen M. Lewis
Name:
Notary Public

My Commission Expires:
Residing in 11/21/10
Carroll County, Maryland

IN WITNESS WHEREOF, Lessor and Lessee have executed or caused this Termination to be duly executed as of the date first above written.

**MILLENNIUM INORGANIC
CHEMICALS, INC.**

By: _____
Name: D. Arthur Seibel
Title: Chief Financial Officer

By: _____
Name: Robert S. Williams
Title: Treasurer


AIG RAIL SERVICES, INC.,
as Lessor


By: Jeffrey L. Williams
Name: Jeffrey L. Williams
Title: Vice President

STATE OF Tx)
) SS:
COUNTY OF Collin)

On this, the ___ day of December, 2007, before a Notary Public in and for said County and State, personally appeared Jeffrey L. Wilkison, who being by me duly sworn, says that he is the Vice President of AIG Rail Services, Inc., that said instrument was signed on December 31st, 2007 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name: _____
Notary Public



LANAY A. MARTY
Notary Public, State of Texas
My Commission Expires
July 19, 2009

My Commission Expires:
Residing in July 19, 2009

**EXHIBIT A TO
TERMINATION OF
MEMORANDUM OF LEASE AGREEMENT**

One Hundred Fifty-Four (154) units as identified on the attached List of Equipment and leased pursuant to (i) Lease Schedule No. 1000102804 dated April 1, 2000; (ii) Lease Schedule No. 1000103715 dated May 15, 2000; (iii) Lease Schedule No. 1000104036 dated June 1, 2000; (iv) Lease Schedule No. 1000104748 dated June 28, 2000; (v) Lease Schedule No. 1000105272 dated July 28, 2000; and (vi) Lease Schedule No. 1000103317 dated May 1, 2000, to that certain Master Railcar Lease Agreement dated March 19, 2000 between Chase Equipment Leasing, Inc. and Millennium Inorganic Chemicals, Inc.

LIST OF EQUIPMENT

1	MQPX	2000
2	MQPX	2001
3	MQPX	2002
4	MQPX	2003
5	MQPX	2004
6	MQPX	2005
7	MQPX	2006
8	MQPX	2007
9	MQPX	2008
10	MQPX	2009
11	MQPX	2010
12	MQPX	2011
13	MQPX	2012
14	MQPX	2013
15	MQPX	2014
16	MQPX	2015
17	MQPX	2016
18	MQPX	2017
19	MQPX	2018
20	MQPX	2019
21	MQPX	2020
22	MQPX	2021
23	MQPX	2022
24	MQPX	2023
25	MQPX	2024
26	MQPX	2025
27	MQPX	2026
28	MQPX	2027
29	MQPX	2028
30	MQPX	2029
31	MQPX	2030
32	MQPX	2031
33	MQPX	2032
34	MQPX	2033
35	MQPX	2034
36	MQPX	2035
37	MQPX	2036
38	MQPX	2037
39	MQPX	2038
40	MQPX	2039
41	MQPX	2040
42	MQPX	2041
43	MQPX	2042

44	MQPX	2043
45	MQPX	2044
46	MQPX	2045
47	MQPX	2046
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87	MQPX	2086
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95	MQPX	2094
96	MQPX	2095
97	MQPX	2096
98	MQPX	2097
99	MQPX	2098
100	MQPX	2099
101	MQPX	2100
102	MQPX	2101
103	MQPX	2102
104	MQPX	2103
105	MQPX	2104
106	MQPX	2105
107	MQPX	2106
108	MQPX	2107
109	MQPX	2108
110	MQPX	2109
111	MQPX	2110
112	MQPX	2111
113	MQPX	2112
114	MQPX	2113
115	MQPX	2114
116	MQPX	2115
117	MQPX	2116
118	MQPX	2117
119	MQPX	2118
120	MQPX	2119
121	MQPX	2120
122	MQPX	2121
123	MQPX	2122
124	MQPX	2123
125	MQPX	2124
126	MQPX	2125
127	MQPX	2126
128	MQPX	2127
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148	MQPX	2147
149	MQPX	2148
150	MQPX	2149
151	MQPX	2150
152	MQPX	2151
153	MQPX	2152
154	MQPX	2153

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: December 31, 2007


Edward M. Luria